



Fire • Emergency Medical • Parks & Recreation

ELK GROVE COMMUNITY SERVICES DISTRICT

8820 Elk Grove Boulevard
Elk Grove, CA 95624
(916) 685-7069
(916) 685-5216 - FAX
www.egcsd.ca.gov

A G E N D A

*Your Independent Local Government Agency Providing
Parks, Recreation, Fire and Emergency Medical Services*

REGULAR BOARD OF DIRECTORS MEETINGS ARE HELD:
1st and 3rd Tuesdays

REGULAR BOARD MEETING
TUESDAY, APRIL 5, 2005 – 7:00 p.m.
EGCSD Administration Building - Board Room
8820 Elk Grove Boulevard
Elk Grove, CA

BOARD MEMBERS

Elliot Mulberg,	President
Elaine Wright,	Vice President
Gil Albiani,	Board Member
Gerald Derr,	Board Member
Douglas McElroy,	Board Member

STAFF

Donna L. Hansen,	General Manager & Secretary of the Board
Keith Grueneberg,	Fire Chief
David Wigginton,	Administrator of Parks & Recreation
Jeff Ramos,	Administrative Services Director

ELK GROVE COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING
APRIL 5, 2005 - 7:00 p.m.

PAGE

I

All items submitted for the EGCSO Agenda must be in writing. The deadline for submitting these items is 4:00 P.M. on the Monday, one week prior to the meeting. The Secretary of the Board receives all such items.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. Roll Call.
2. Pledge of Allegiance.

B. ANNOUNCEMENTS/PRESENTATIONS

1. 12-Lead Automated External Defibrillator Systems Presentation (John Michelini/ Dr. Steve Tharratt)
2. Letters of Appreciation – Verbal Report (Donna Hansen)

1-13

C. GENERAL MANAGER/DEPARTMENT HEAD REPORTS

1. General Manager – Verbal Report (D. Hansen)
2. Administrative Services Department – Verbal Report (J. Ramos)
3. Parks & Recreation Department – Verbal Report (D. Wigginton)
4. Fire Department – Verbal Report (K. Grueneberg)

D. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any items not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual at the discretion of the President. Individuals representing a group or an organization shall be permitted five minutes. Comments relating to similar issues should be brief, concise and non-repetitious. Speakers should state their home or business address when commenting to the Board.

1. None

E. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any item may be removed by a Board Member or member of the audience for discussion.

1. Approve the March 14, 2005 Regular Board meeting minutes.
2. Approve Resolution Nos. 2005-48, 2005-49, and 2005-50, authorizing acceptance of a landscape corridor deed, a landscape maintenance agreement, and a landscape corridor easement.

14-16

17-31

E. CONSENT CALENDAR (CONTINUED)

- | | |
|---|-------|
| 3. Approve the Joint Use and Licensing Agreement with the Sacramento County Regional Sanitation District for the East Franklin Sewer Interceptor. | 32-39 |
| 4. Approve a reimbursement for a total of \$371,478.68 to Tim Lewis Communities for the Berens Park improvements within East Elk Grove. | 40 |
| 5. Approve Resolution No. 2005-44, appropriating \$361,336 within the Parks Department budget, Index 9340, Account No. 4202, Improvements Other Than Buildings and offsetting revenue in Account No. 9532, Aid from County Funds; and approve a reimbursement to JAS Developments, Inc. for interior street frontage and drainage corridor improvements within East Elk Grove for a total of \$361,336. | 41-42 |

F. ADVERTISED PUBLIC HEARINGS

The following item(s) have been advertised and/or posted as public hearings as required by law. The President will open the meeting to receive public testimony.

- I. None

G. PUBLIC HEARINGS

The following item(s) have no legal publication or posting requirements. The President will open the meeting to receive public testimony.

- I. None

H. STAFF REPORTS

- | | |
|--|-------|
| I. Approve the master plan for Ehrhardt Oaks Park in East Franklin, and set an advertised public hearing for Tuesday, May 3, 2005, 6:30 p.m. to adopt the Land Use and Development Plan and environmental documents for the park – Information/Action (F. Bremerman) | 43-45 |
|--|-------|

I. BOARD OF DIRECTORS BUSINESS

This is the time and place for Board of Directors business.

- I. None

J. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any issue not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual. Individuals representing a group or an organization shall be permitted five minutes.

K. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

This is the time for the Board of Directors to identify the items they wish to discuss at a future meeting. These items will not be discussed at this meeting, only identified for a future meeting. This is also the time for scheduling of Board Committee meetings.

L. ADJOURNMENT TO EXECUTIVE SESSION

If necessary, the Meeting will be adjourned to Executive Session to discuss personnel matters and/or property negotiations. At the conclusion of the Executive Session, the Meeting will reopen to regular session.

M. EXECUTIVE SESSION

N. REOPEN REGULAR MEETING

O. ADJOURNMENT

STAFF REPORT

DATE: April 5, 2005
 TO: Board of Directors
 FROM: Karen Liu-Blaschke, Administrative Assistant
 SUBJECT: LETTERS OF APPRECIATION



RECOMMENDATION:

Receive and file correspondence of appreciation to the EGCSO.

BACKGROUND/ANALYSIS:

Enclosed are notes and letters of appreciation from residents and local businesses/organizations expressing their gratitude to the staff of the EGCSO.

The correspondence of appreciation to the Parks Department include an e-mail from Norm DeYoung to Murray McDaniel, thanking him for responding in a timely manner regarding the maintenance of a bike trail and an e-mail of appreciation to Jenny Smith for taking the time to show Marc and Jonnie Laver Baker Park, a park fully accessible to children of all abilities.

Correspondence to the CSO Fire Department include: a) a thank you letter from Lou Paulson, President of the California Professional Firefighters conveying his appreciation to the Department for hosting their first *Fire Ops 101* at the District's Fire Training Facility; b) a letter from Patty Neifer, Executive Director of the Firefighters Burn Institute for staff's assistance in this year's *Fill the Boot for Burns* fundraiser; c) letters of gratitude from the Wilton Fire Protection District and a Rancho Murieta resident for assistance provided during emergency calls; d) a letter from Santa Clara County's Fire Chief Benjamin F. Lopes, expressing gratitude for the Department's support given as they grieve the loss of one of their Captains; e) and finally, letters of appreciation to the Department for their in-kind services provided to local non-profit agencies and public education provided to local schools.

As always, thank you to the staff of the Elk Grove CSO for going above and beyond the call of duty.

Respectfully submitted,

Karen Liu-Blaschke
 Administrative Assistant - Operations

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

From: Donna Hansen
Sent: Wednesday, March 16, 2005 11:01 AM
To:
Subject: FW: Thank You

Add to next agenda..compliments

Donna

From: Jenny Smith
Sent: Wednesday, March 16, 2005 9:02 AM
To: Donna Hansen
Subject: FW: Thank You

Just passing along a compliment to the CSD. This gentleman and his 6 year old son came by to visit Baker Park – our park that is fully accessible to children of all abilities. He lives in North Natomas and is trying to get a fully accessible park built there.

From: Jclcm1@aol.com [mailto:Jclcm1@aol.com]
Sent: Monday, March 07, 2005 9:41 PM
To: Jenny Smith
Subject: Thank You

3-7-05

Dear Mrs. Smith:

I really appreciate taking the time to show my son and myself the park last Friday. I think you did a great service to the community by building it. Many new parks are being built in our region, and I am hoping we can add more features like you have done in this park. I may have more questions and thank you very much for sharing ideas and great information.

Kindly,

Marc and Jonnie Laver

From: DeYoung, Norm [NDeYoung@CSD.CA.GOV]
Sent: Thursday, March 17, 2005 9:20 AM
To: Murray McDaniel
Cc: Elliott Mulberg (E-mail); Doug McElroy (E-mail)
Subject: RE: Bike Trail Maint.

Murray, I want to thank you and your staff for responding so very timely to a homeowner that has gone through fits trying to get done what you accomplished.

At this very important time, we need all the citizens to be aware of the value that CSD provides. Mr. and Mrs. Young will never forget this, and I won't let them !

I appreciate your assistance. Norm

-----Original Message-----

From: Murray McDaniel [mailto:murraymcdaniel@egcsd.ca.gov]
Sent: Wednesday, March 16, 2005 2:07 PM
To: NDeYoung@CSD.CA.GOV
Cc: Donna Hansen; Dave Womack
Subject: Bike Trail Maint.

Hi Norm thanks for the email, I have contacted Felicia Young & explained how that area should be maintained. There has been a lack of maintenance in this area by our contractor, which there will be a deduction from his bill for work that was not done. They started clean up on this Tuesday & will be done today. The mowing of the high grass will take place next week by another contractor, we mow the wild grass on an as needed basis & the planters should be checked weekly for weeds, trash & irrigation. Thanks again for bringing this to our attention. Please contact me if you have any other concerns, my number is 405-5644 or our maint. Hotline is 405-5688 . We also have a program called " partners for parks " these people call in & keep us informed of issue in our parks & on our trails, if you would like more infor. On this please let me know.



State Council of the International Association of Fire Fighters • California Labor Federation • AFL- CIO

March 1, 2005

Chief Keith Grueneberg
Elk Grove CSD Fire Department
8820 Elk Grove Blvd. Suite 2
Elk Grove, CA 95624

Dear Chief Grueneberg:

On behalf of the California Professional Firefighters Executive Board, I would like to convey our tremendous appreciation to you and the outstanding firefighters of Elk Grove Community Services District Fire Department for managing and executing our first "*Fire Ops 101*" for the California State Legislature on February 9, 2005. We are forever grateful for your generous hospitality in offering your training facility as a venue for this event.

Without a doubt, *Fire Ops 101* was one of the most successful events we've hosted. The feedback we received from the members who participated was tremendous. In fact, two Assemblymembers, after having negotiated the burn room *without* thermal imaging equipment and then a second time *with* thermal imaging equipment, vowed to cosponsor legislation that will enable us to acquire the funding to obtain this vital equipment for our brothers and sisters on the frontlines.

The professionalism of Elk Grove Community Services District Fire Department made this a first-class event and one that will be talked about for some time — here and at the Capitol. Thank you for your efforts; you made us look good!

Sincerely and fraternally,

Lou Paulson, President

C: Brian Rice, President, Sacramento Area Firefighters, Local 522

Lou Paulson
President

Dallas Jones
Secretary-Treasurer

1780 Creekside Oaks
Suite 200
Sacramento, CA
95833

PHONE
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(916) 921-1106

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info@cpf.org

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FIREFIGHTERS BURN INSTITUTE

3823 V Street, Ste. 4 • Sacramento, CA 95817 • (916) 739-8525 • www.ffburn.org

March 22, 2005

Chief Keith Grueneberg
Elk Grove C.S.D.F.D.
8820 Elk Grove Blvd. #2
Elk Grove, CA 95624

Dear Chief Grueneberg,

On February 12-13, 2005 the Elk Grove C.S.D.F.D./Wilton F.P.D. held a Fire Fighters "Fill the Boot For Burns" fundraiser to support local burn programs. Julie Rider & Tianna McDonald organized this very successful event. We hope you will take a few minutes to recognize Julie Rider & Tianna McDonald for volunteering to take on this task. As you know, it takes good leadership skills and a dedicated person to volunteer to coordinate an event like this.

Fire agencies held Boot Drives in 13 counties at 44 locations during the past two months. A total of over \$381,000 was raised for the Firefighters Burn Institute. Thanks to the commitment of fire fighters like Julie Rider & Tianna McDonald, the Firefighters Burn Institute has become the largest fire fighter burn charity in the State since it's inception in 1973.

Donations collected at Boot Drives make the best possible burn treatment and recovery programs available to fire fighters and to their communities. With your help, we continue to offer programs including Firefighters Kids Camp for young burn survivors, Juvenile Firesetter Intervention and burn recovery support. Your dollars help educate burn care professionals and fire fighters; purchase burn unit equipment and fund burn research.

Boot Drives are also providing funding for a new regional burn unit at U.C. Davis Medical Center, which serves Northern and Central California burn patients. With burn treatment centers all over the United States closing their doors because of dwindling budgets, your donations will play a significant role in making this new burn unit a reality. The grand opening of the new burn treatment facility is scheduled for 2008.

Please thank Julie Rider & Tianna McDonald for generously volunteering their time to coordinate the Fire Fighter Boot Drive in your community. Your fundraising efforts help improve the lives of thousands of burn survivors.

Sincerely,

Patty Neifer
Executive Director

Cc: Julie Rider, Tianna McDonald





**Wilton Fire
Protection District**

9800 Dillard Road
Wilton, CA 95693

Tel. 916-687-6920
Fax. 916-687-8920

Wiltonfire@frontiernet.net
www.Wilton-Fire.org

Michael A. Ridley
Fire Chief

FIRE DISTRICT BOARD

Richard W. McKee
Chairman

Rod Woods
Vice-Chair

Mike Archambault
Director

Obe Brown
Director

Mary Darby
Director

Karen E. Hubbard
Office Manager/Clerk of the Board

March 22, 2005

Chief Keith Grueneberg
Elk Grove Fire Department
8820 Elk Grove Blvd.
Elk Grove, CA 95624

Re: Incident Date: February 23, 2005
Incident Location: 11135 Mann Road

Dear Chief *chief* Grueneberg:

On behalf of Wilton Fire Protection District's Board of Directors, I would like to personally thank you and your department for the support you provided during the above-mentioned structure fire.

With your help, our District was able to save most of the structure, help to remove the resident's personal belongings, and set them up in temporary housing, with electricity and phone service.

Although the structure fire was an unfortunate incident, it is important that our organizations are willing assist each other in times such as this.

Sincerely,

A handwritten signature in cursive script that reads "Richard W. McKee".

Richard W. McKee, Chairman
Wilton Fire Protection District

RWM/keh

Teresa Haberern
14861 Lago Dr
Rancho Murieta, CA. 95683
916-417-5658

February 27, 2005

Re: February 23, 2005 at Approx. 10 am

To All The Men and Women At The Wilton Fire Department,

I want to thank everyone who was involved in my call on February 23rd at approx. 10 am. I also want to apologize to the dispatcher if I was not polite, I was so afraid that I would pass out and not have anyone there to help me. So I hope that I wasn't that bad, if so I am sorry and really didn't mean to be. Although when you are in pain a minute seems like five minutes but your response time was excellent.

The paramedics were the best, especially the one that rode in the back with me, thank you so much for being such a caring person! I know you introduced yourself and I apologize for not remembering your name, but I wasn't really myself that day. I did have an Ovarian Cyst burst on the left side and with all the tests ran that day they also found Hydrosalpinz on my right side, I have a follow up with my doctor in two weeks.

I will never forget my experience with all of you and we will continue to speak highly of you all. Thank you all so much! My 10-year-old son thanks you too!

Sincerely,



ALTHOUGH WRITTEN
TO WILTON THE SERVICE
WAS PROVIDED BY
ECCSD FD.



FIRE DEPARTMENT SANTA CLARA COUNTY

14700 Winchester Blvd., Los Gatos, CA 95032-1818
(408) 378-4010 • (408) 378-9342 (fax) • www.sccfd.org

February 25, 2005

Elk Grove Fire Department
8820 Elk Grove Blvd., Suite #2
Elk Grove, CA 95624

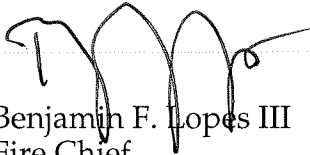
To the members of Elk Grove Fire Department:

No words are sufficient to express the depth of gratitude I have for the members of your agency for the generous support given to County Fire as we grieve the loss of Captain McCormack and begin the process of healing and moving forward.

Please convey my heartfelt thanks to everyone in your organization who assisted us in our time of need.

On behalf of everyone at Santa Clara County Fire Department – I thank you.

Respectfully,



Benjamin F. Lopes III
Fire Chief

BFL:jmt

Thank you McCormack/jmt/02.25.05

Organized as the Santa Clara County Central Fire Protection District

*Serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos,
Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill, and Saratoga*

601 C 3 Fed TAX ID # GEN 8238 6E 010653C

Chief Shureburg
Elk Grove CSD Fire Department

Thank you for your generous donation of
a fire house dinner at our local fire station
to be used as a live auction item at our Club
Feed Fundraiser on Feb. 11th 2005. We appreciate
your support in our efforts to purchase an
Educational and Community Service Vehicle for the
Elk Grove Police Department.

Sincerely
Maralena Quiggle
Elk Grove/Laguna Women's Club

Keith - Thank you so much for coming to my retirement party, and for your thoughtful & generous comments. I have always appreciated your professionalism & your friendship. I hope that our friendship lasts past our affiliation with the CSD.

March 2, 2005

Dear Chief Grueneberg,

I want to thank you for referring our Elk Grove WorkAbility Program to Pete Young two years ago. Over these past two years, he has met with more than twenty five of our students and helped them gain a better understanding of what it *truly* takes to become a firefighter. He shares the importance of not dwelling on the circumstances you may come from, but rather working hard and focusing on the exceptional person each one of them can be.

This week we had another opportunity to take a group of students to Fire Station 75 where Pete met with us on his day off. We also had the pleasure during this Field Exploration of working with Jennifer Rubin. She provided a wonderful handout of useful information and resources for each of the students and shared information about her own experiences in this field. In addition to having these two wonderful people to learn from, we managed to be at the station on a day when intern Kevin Spencer was working. Hearing first hand about the program at Cosumnes River College caused at least two of my students to make final decisions as to their training path. Kevin was an excellent visual role model as students were able to see the types of work a quality intern would be expected to perform. His name was brought up several times on the way back to the school site as someone who stands out as going above and beyond.

As teachers we can stand in front of a class and tell our students what it takes to become a firefighter. However, words cannot express the impact these three individuals had this week on the students we work with. They model in a wonderful way the importance of and how to truly enjoy a career.

Thank you again for sharing Pete Young's name with us. We look forward to being able to continue to work with both Jennifer and Pete.

Sincerely,
Linda Vargas
Elk Grove Unified School District
WorkAbility Program

Keith Grueneberg

From: Phil Davis
Sent: Tuesday, March 15, 2005 11:54 AM
To: Donna Hansen; Keith Grueneberg
Subject: FW: Visit to Edna Batey School on 3/14/05

More good news for the Board report.

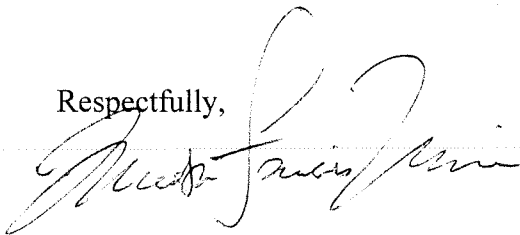
From: Sheila Wolcott
Sent: Tuesday, March 15, 2005 11:50 AM
To: Phil Davis
Cc: John Michelini
Subject: Visit to Edna Batey School on 3/14/05

Kim Leong from Edna Batey School called to express her appreciation and thanks for the visit to the school by Station 73, B shift. Kim said the visit and presentation, (one to a group of 80, and the next to a group of 65) went even better than expected. She was impressed by the professionalism of the crew, the content of the presentation, and the fire helmets and badges that were passed out to the kids. Kim said they had a great time and also an added thrill when the medic got a call towards the end and the kids were able to see the ambulance in action. She has asked that you express her thanks to the crew.

Dear station 75,

I am a student at Franklin high school, my name is Michael Vanni. I went with a group of students to your station Monday February 28, 2005. I wanted to thank Pete Young and Jennifer Rubin for showing my fellow students and me around your station. The packet that Mrs. Ruben put together for my class and the mind opening tour that Mr. Young gave us helped me greatly. The tour that I was apart of showed me what was expected of me to become a firefighter. I also wanted to give a special thanks to Kevin Spencer the intern that answered my questions and is a perfect example of dedication and drive to become a firefighter. If I could, I would like to come by more often to learn new things or to keep in touch. I really enjoyed the tour around your station.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Michael Vanni', written over a horizontal dotted line.

Michael Vanni

**ELK GROVE COMMUNITY SERVICES DISTRICT
MINUTES OF A SPECIAL BOARD MEETING
Monday, March 14, 2005 – 6:30 p.m.
EGCSD Administration Building**

DRAFT

ATTENDANCE:

Directors present included Gil Albiani, Gerald Derr, Doug McElroy, and Elliot Mulberg. Director Elaine Wright was out of town and excused.

General Manager Donna Hansen, Fire Chief Keith Grueneberg, and Administrator of Parks & Recreation David Wigginton were also in attendance. Administrative Services Director Jeff Ramos was at a Training Conference and excused.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Mulberg called the meeting to order at 6:30 p.m.
2. Recreation Supervisor II, Kelly Gonzalez led the Pledge of Allegiance.

President Mulberg moved to Item No. H-11.

B. ANNOUNCEMENTS/PRESENTATIONS

1. The Board, along with Fire Marshal Steve Foster recognized Meeks Lumber of Elk Grove for their contribution of over \$4,000 in building material for the collapsible building prop at the CSD Fire Training Facility. Fire Department personnel Rick Haas, Rick Clarke, Robert Kasparian, Troy Bair, and Steve Horning were also acknowledged for building the collapsible building probe, used by the CSD Fire Department and neighboring fire agencies for Rescue Systems I and II training and certification.
2. The Board received a presentation from Recreation Supervisor Mike Dopson highlighting the training of the Department's aquatics staff, the foundation for providing quality, safe year round aquatic opportunities to the community.
3. The Board acknowledged letters of appreciation to CSD personnel for in-kind services and assistance provided to local businesses/organizations and residents.
4. Battalion Chief John Michelini presented an update on the CSD Fire Department's Automated External Defibrillator Program.

C. COMMUNICATIONS FROM THE PUBLIC

1. None

D. CONSENT CALENDAR

1. The Board approved the March 1, 2005 *Special* Board meeting minutes. Albiani-McElroy, Derr, Mulberg –yes; Wright – absent.
2. The Board approved the March 1, 2005 *Regular* Board meeting minutes. Albiani-McElroy, Derr, Mulberg – yes; Wright – absent.

3. The Board ratified payment of the February 2005 bills and payroll for the EGCSO; and received and filed the Budget Status Reports for the month of February 2005. Albani-McElroy, Derr, Mulberg – yes; Wright – absent.
4. The Board authorized the General Manager to execute an agreement with Jerry Fox for District Liaison Services for the period March 15, 2005 through June 30, 2005, for an amount not to exceed \$20,000. Albani-McElroy, Derr, Mulberg – yes; Wright – absent.
5. The Board approved the Fire Department Chief Officer staff's recommendation to name Fire Station 77 (Laguna Ridge) after the late, former Elk Grove Fire Chief J.D. "Dell" Cann, and authorized staff to construct and install an appropriate sign so identifying the facility. Albani-McElroy, Derr, Mulberg – yes; Wright – absent.

E. ADVERTISED PUBLIC HEARINGS

- I. None

F. PUBLIC HEARINGS

- I. None

G. STAFF REPORTS

- I. The Board authorized staff to proceed with renovations to the Administration Building Board Room for an amount not to exceed \$100,000, to include upgrades to the audio visual system. Derr-Albani, McElroy, Mulberg – yes; Wright – absent.

H. BOARD OF DIRECTORS BUSINESS

1. The Board nominated Elliot Mulberg for Office No. 7, Special District Commissioner to LAFCo, with the full support of Sacramento Area Firefighters' Local 522. McElroy-Derr, Albani, Mulberg – yes; Wright – absent.
2. Fire Committee – Director Derr – No report.
3. Parks and Recreation Committee – Director Wright was absent – No report.
4. Budget/Finance/Insurance Committee – Director McElroy – No report.
5. Policies & Procedures Committee – Director McElroy – No report.
6. Strategic Planning Committee – Director Albani – No report.
7. Fire Communications Board – Director McElroy reported mid-year budget adjustments were made to re-designate money for improvements to the Fire Operations Center and the Com Center Conference Room.
8. Senior Center Board – President Mulberg indicated the Board met Friday to evaluate the Senior Center Administrator.
9. Local Agency Formation Commission (LAFCo) – Director Mulberg reported the Commission approved the Municipal Service Review for the Herald Fire Department; received a presentation about the shift in the Vehicle License Fee Funds, which will no longer go to new cities; and a report from LAFCo's attorney indicating LAFCo will not be involved at this point, with the court case between EGCSO and the City of Elk Grove.
10. Sacramento Treasury Oversight Committee - No report.
11. Miscellaneous Report – President Mulberg congratulated the Parks & Recreation Department for receiving awards of excellence in four categories at this year's California Park & Rec Society Conference. The Dog Park Advisory Committee also received a special award, affirming the District's commitment to partnering with community groups in areas of special interest.

I. COMMUNICATIONS FROM THE PUBLIC

I. None

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

I. None

K. EXECUTIVE SESSION

I. None

L. ADJOURNMENT

With no further business, President Mulberg adjourned the regular meeting at 7:28 p.m.

Respectfully submitted,

Donna L. Hansen
Secretary of the Board



STAFF REPORT

DATE: April 5, 2005

TO: Board of Directors

FROM: David Wigginton, Administrator
Department of Parks & Recreation

BY: Fred Bremerman
Advance Planning and Operations Superintendent

SUBJECT: APPROVAL OF RESOLUTIONS NO. 2005-48, 2005-49 AND 2005-50, AUTHORIZING ACCEPTANCE OF A LANDSCAPE CORRIDOR DEED, MAINTENANCE AGREEMENT, AND LANDSCAPE CORRIDOR EASEMENT

RECOMMENDATION

That the Board of Directors approves the attached resolutions accepting a landscape corridor deed, landscape maintenance agreement, and landscape corridor easement.

BACKGROUND/ANALYSIS

Attached are a deed, maintenance agreement, and easement, along with resolutions to accept landscape corridors and a landscape maintenance agreement. Please refer to the attached maps for further information on parcel locations. According to specifications approved by EGCSO, the projects being deeded to the District have been improved and accepted for maintenance.

- 1) Resolution #2005-48 – Laguna Village Plaza, Lots A thru E, located at the corner of Laguna Boulevard and Franklin Boulevard. These corridors total .52 acres in size and are valued at \$260 based on EGCSO calculations of \$500 value per acre of corridor.
- 2) Resolution #2005-49 – Laguna Village Plaza, Lots A thru E, located at the corner of Laguna Boulevard and Franklin Boulevard. This resolution is to accept the Maintenance Agreement for this project. Due to the construction specifications used in this project, the developer will maintain the planter areas while the CSD maintains the turf and walkway areas. This agreement was reviewed and approved by legal counsel.
- 3) Resolution #2005-50 – Landscape Easement for Lakeside AM/PM Project, located at the corner of Elk Grove Boulevard and Harbour Point Drive.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully Submitted,

David L. Wigginton, Administrator
Department of Parks and Recreation

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-48

ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Laguna Village Plaza

Lot A - APN 119 0144 008 (Corridor)

Lot B - APN 119 0144 009 (Corridor)

Lot C - APN 119 0144 010 (Corridor)

Lot D - APN 119 0144 011 (Corridor)

Lot E - APN 119 0144 012 (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from LAGUNA FRANKLIN, INC, a California corporation, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, LAGUNA FRANKLIN, INC, a California corporation, has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 12th day of October, 2004, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 5th day of April, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY

First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:

Elk Grove Community Services District
8820 Elk Grove Blvd., Ste. 3
Elk Grove, CA 95624
Attn: Fred Bremerman

Space Above This Line for Recorder's Use Only

A.P.N.: ptn 119-0144-002-0000

File No.: ()

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$**N/A**; CITY TRANSFER TAX \$**N/A**;
SURVEY MONUMENT FEE \$

[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[**x**] unincorporated area; [] City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LAGUNA FRANKLIN, INC., a California corporation**

hereby GRANTS to **ELK GROVE COMMUNITY SERVICES DISTRICT**

the following described property in the unincorporated area of , County of **Sacramento**, State of **California**:

LOTS "A" THRU "E" AS SHOWN ON PARCEL MAP OF LAGUNA VILLAGE PLAZA, RECORDED IN THE OFFICE OF THE SACRAMENTO COUNTY RECORDER IN BOOK 157, PARCEL MAPS, PAGE 15.

Dated: **10/12/2004**

LAGUNA FRANKLIN, INC., a California corporation

By: 
Wayne Sosnick, President

Mail Tax Statements To: **SAME AS ABOVE**

STATE OF CALIFORNIA }
COUNTY OF SAN MATEO } ss.
}

On MARCH 9, 2005, before
me, ELISA S. COPE, NOTARY PUBLIC personally
appeared WAYNE SOSNICK,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*This area for official
notarial seal*

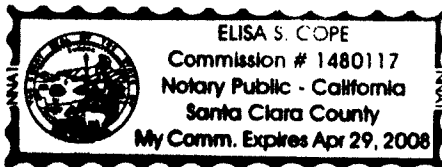
Signature

Elisa S. Cope

My Commission Expires: 4-29-08

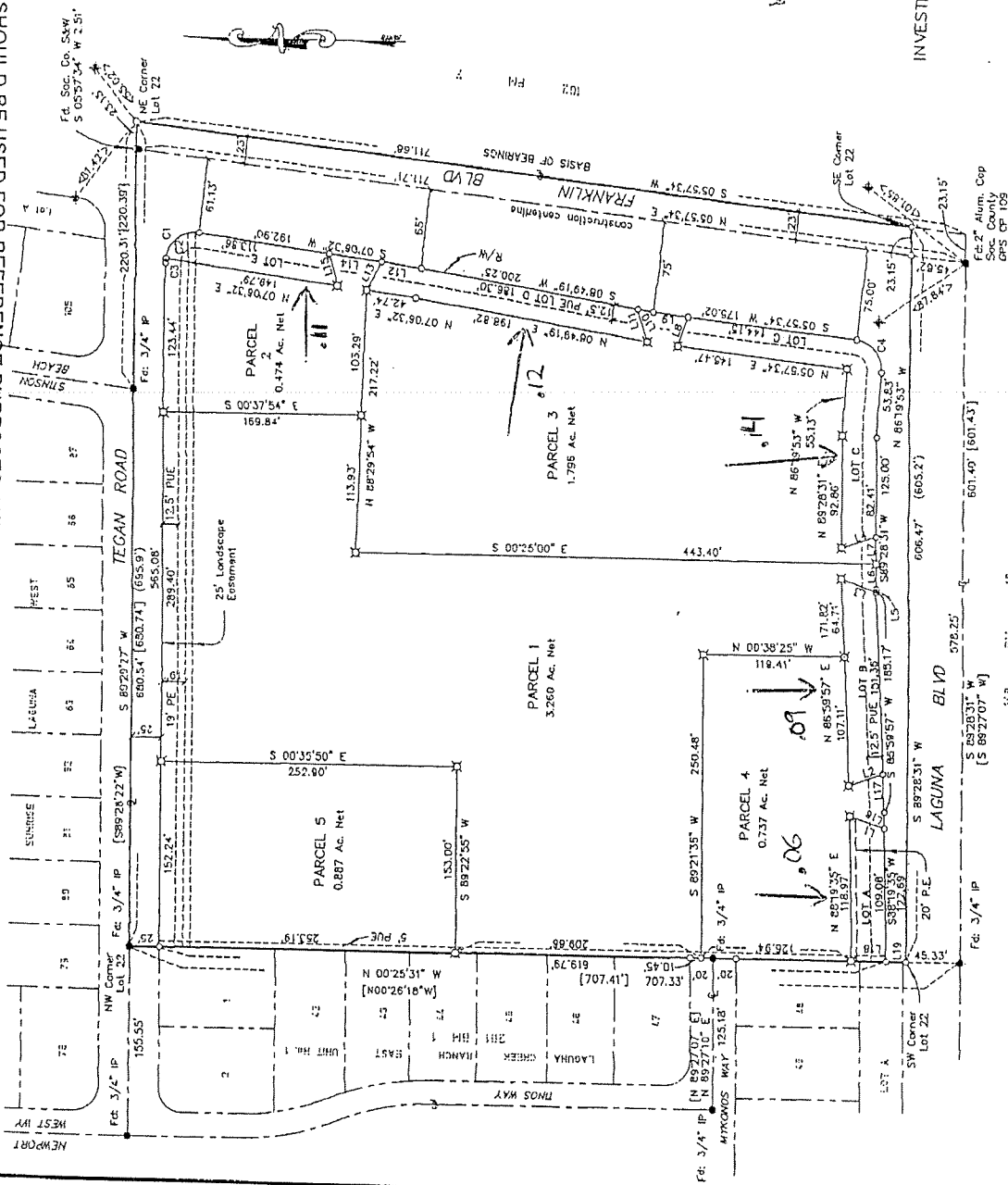
Notary Name: ELISA S. COPE
Notary Registration Number: 1480117

Notary Phone: (650) 462-6157
County of Principal Place of Business: SANTA CLARA



COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT



Total - 5.2 ac

CURVE	ANGLE	RADIUS	LENGTH	CHORD
C1	97°37'05"	25.00	42.69'	N41°27'00"W 37.63'
C2	87°00'00"	25.00	38.27'	S27°53'28"E 35.35'
C3	07°37'05"	25.00	3.32'	S86°42'00"E 3.32'
C4	87°42'33"	25.00	38.27'	N49°46'51"E 34.64'

LINE	BEARING	DISTANCE	AREA'S
L1	S17°41'27"W	31.80'	Lot A 0.079 Ac.
L2	N19°16'12"W	31.25'	Lot B 0.111 Ac.
L3	S18°18'45"W	32.20'	Lot C 0.133 Ac.
L4	S18°18'45"W	31.12'	Lot D 0.133 Ac.
L5	S84°58'57"W	20.64'	Lot E 0.080 Ac.
L6	S89°28'31"W	20.64'	Lot F 0.080 Ac.
L7	S89°28'31"W	21.91'	Lot G 0.080 Ac.
L8	S68°51'12"E	25.79'	Lot H 0.080 Ac.
L9	S68°51'12"E	25.79'	Lot I 0.080 Ac.
L10	S89°28'31"W	20.64'	Lot J 0.080 Ac.
L11	S71°32'46"W	28.13'	Lot K 0.080 Ac.
L12	S07°06'32"E	34.05'	Lot L 0.080 Ac.
L13	S62°57'01"E	26.59'	Lot M 0.080 Ac.
L14	S62°57'01"E	26.59'	Lot N 0.080 Ac.
L15	S23°28'32"W	27.28'	Lot O 0.080 Ac.
L16	S88°19'35"W	13.61'	Lot P 0.080 Ac.
L17	S88°19'35"W	31.39'	Lot Q 0.080 Ac.
L18	N00°25'31"W	30.01'	Lot R 0.080 Ac.
L19	N00°25'31"W	17.21'	Lot S 0.080 Ac.

LEGEND

- Monument Ties, Vol F158, Pg RP45, Pg L3, 1989
- Laguna Creek Ranch East Unit No. 1, 201 BM 1
- Sunrise Laguna West, 194 BM 15
- Peerless Land & Investment Co. Subd No. 1, 14 BM 11
- Monument Found as described
- Fd. "x" cut, Sacramento County Centerline RP
- Spt 3/4" Iron Pipe and Cap, PLS 4280
- Dimension Point, nothing found or set
- PE Pedestrian Easement
- PUE Public Utility Easement

BASES OF BEARINGS: Centerline Franklin Boulevard, determined from Centerline Reference Points "RP", Sacramento County, Survey Dept. Vol F158, Pg RP45, Pg L3, 1989
The Bearing being S05°57'34"W Per R/W Description Book 890324 O.R. Pg. 1110

NOTES

- 1) Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or conveyance of said parcels
- 2) All Rights of Way per BK 890324 O.R. Pg. 1110, not shown hereon are abandoned pursuant to Section 66499.20 1/2 of the Government Code.
- 3) Lots A, B, C, D, and E are to be deeded to the Elk Grove Community Services District.

PARCEL MAP
LAGUNA VILLAGE PLAZA

LOT 22 PEERLESS LAND and
COUNTY OF SACRAMENTO, CALIFORNIA
INVESTMENT CO. SUBD. NO. 1, BK 14 OF MAPS, MAP 11
APRIL, 2000
DONALD CELL and ASSOCIATES

SCALE: 1" = 60'
SHEET 2 OF 2

C/C 276.4/158.2 E

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-49

ACCEPTING A MAINTENANCE AGREEMENT BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Laguna Village Plaza

Lot A - APN 119 0144 008 (Corridor)

Lot B - APN 119 0144 009 (Corridor)

Lot C - APN 119 0144 010 (Corridor)

Lot D - APN 119 0144 011 (Corridor)

Lot E - APN 119 0144 012 (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from LAGUNA FRANKLIN, INC, a California corporation, a Maintenance Agreement made a part hereof by reference for all purposes, and

WHEREAS, LAGUNA FRANKLIN, INC, a California corporation, has made, executed, acknowledged and delivered a Maintenance Agreement dated the 1st day of March, 2005, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Secretary of the Board of Directors is hereby authorized and directed to execute said Maintenance Agreement and to cause the same together with this Resolution to be recorded in the Office of the Recorder of Sacramento County, California.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 5th day of April, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORD AT REQUEST OF:
No fee for recordation Govt. Code Sec. 6103
RETURN RECORDED DOCUMENT TO:
Elk Grove Community Services District
Parks Administrator
8820 Elk Grove Blvd.
Elk Grove, California 95624

NO COUNTY TRANSFER TAX DUE

LAGUNA VILLAGE PLAZA MAINTENANCE AGREEMENT
(Laguna & Franklin Boulevards)

The undersigned Developer and the District for their mutual benefit have entered into this Agreement for the purpose of describing each parties maintenance responsibilities for certain landscape corridor improvements conveyed by Laguna Franklin, Inc., a California corporation to District described as follows:

LOTS "A" THRU "E" AS SHOWN ON PARCEL MAP OF LAGUNA VILLAGE
PLAZA, RECORDED IN THE OFFICE OF THE SACRAMENTO COUNTY
RECORDER IN BOOK 157, PARCEL MAPS, PAGE 15.

- 1) The Developer will be responsible for maintaining all planter areas generally described as adjacent to the parking lot and separated from turf areas by a 12" mow strip. Specific descriptions are as follows:
 - a) Lot A – Planter area on north side of 12" wide mow strip.
 - b) Lot B – Planter area on north side of 12" wide mow strip.
 - c) Lot C – Planter area on north and west side of 12" wide mow strip. District, and not Developer, will maintain the planter area on the southeast corner of Lot C, which is separated from turf by a 12" mow strip.
 - d) Lot D – Planter area on west side of 12" wide mow strip.
 - e) Lot E – Planter area on west side of 12" wide mow strip.
- 2) The Developer shall be responsible for the periodic maintenance, repair of the irrigation system and the replacement of the flowers and other planting materials planted in the planter areas of the above-described landscaped corridors, as described in the May 8, 2001 letter to the Elk Grove Community Services District. See Exhibit "A" attached hereto and made part here of.
- 3) The District will maintain the turf areas, mow strips, and sidewalks located in Lots A, B, C, D, and E, plus the planter on the southeast corner of Lot C. The District shall periodically mow the turf, fertilize, and perform other maintenance activities reasonably necessary to preserve and attend to the irrigation system, the paved meandering sidewalk, all of the turfed areas of these landscaped corridors.

- 4) All of these obligations of the Developer are intended to run with real property described as:

ALL OF PARCEL 2 AND A PORTION OF PARCEL 1 AS SHOWN ON THE "PARCEL MAP OF LOT 22", RECORDED IN BOOK 157 OF PARCEL MAPS, MAP NO. 15, IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 THE FOLLOWING THREE (3) COURSES: (1) SOUTH 07° 06' 32" WEST 149.79 FEET; (2) THENCE NORTH 73° 29' 39" EAST 27.28 FEET; (3) SOUTH 07° 06' 32" WEST 45.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING TWO (2) COURSES: (1) NORTH 62° 57' 01" WEST 26.59 FEET; (2) NORTH 88° 29' 54" WEST 103.29 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 1 THE FOLLOWING TWO (2) COURSES (2): (1) NORTH 88° 29' 54" WEST 113.93 FEET; (2) SOUTH 00° 25' 00" EAST 130.25 FEET; THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 33' 42" WEST 161.24 FEET; THENCE NORTH 00° 35' 50" WEST 295.89 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID NORTHERLY LINE, NORTH 89° 29' 27" EAST 275.40 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 2, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, NORTH 89° 29' 27" EAST 123.44 FEET TO A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7° 37' 05", ALONG AN ARC OF 3.32 FEET TO THE POINT OF BEGINNING.

and may be enforced against any subsequent owner or owners of any portion of the property burdened with these obligations.

- 5) Should the Developer or any subsequent owner or owners fail or refuse to maintain the planted areas in at least as good a condition as District maintains similar areas within the landscaped corridors which it maintains, the District as one of its remedies may choose to terminate this Maintenance Agreement upon thirty (30) days written notice to the property owner of record. Upon such termination the District may choose to maintain the planting area or convert them to such other type of landscaping, as it may desire.
- 6) District shall not be liable for, and Developer shall defend and indemnify District, it's Trustees, Officers, Employees, and Agents, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, mechanic liens or other liens, labor disputes, losses, damages, charges or costs of any kind or character, including attorneys' fees and court costs, and expenses of whatsoever kind of nature arising either directly or indirectly from any act, error, omission or negligence of Developer or its Contractors, licensees, agents, servants or employees in the performance of Developer's obligations under this Agreement.

- 7) Developer shall provide District with a Certificate of Insurance. Developer shall maintain General Liability Insurance in the amount of \$1,000,000 per occurrence and such insurance policy is to be extended by endorsement to name the District, it's Trustees, Officers, Employees, and Agents as additional insured. Insurance carrier for Developer shall be required to provide 30 days notice to District in event of cancellation or any amendment or limitation of insurance evidence provided.

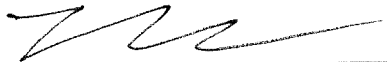
Executed this 1st day of March, 2008 in Sacramento, California

Developer:

Seven Hills Properties 8/II, LLC,
A Delaware limited liability company

By: Seven Hills Properties 8, LLC,
A California limited liability company

By: Castenada Investments, Inc.,
California corporation

By: 
Thomas J. Rocca
Its: President

District:

Elk Grove Community Services District
A political subdivision of the State of California

By: _____

_____, Board President

By _____
Secretary to the Board

ELK GROVE COMMUNITY SERVICES DISTRICT

**RESOLUTION NO. 2005-50
RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY
GRANT OF LANDSCAPE MAINTENANCE EASEMENT
FROM LAKESIDE AM/PM PROJECT
APN 119 1920 020 (portion)**

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from Strauch Brother Incorporation, a California Corporation, an easement for property described in the attached Easement and made a part hereof by reference for all purposes, and

WHEREAS, Elk Grove Community Services District desires to execute the requested easement affecting the real property described therein.

NOW THEREFORE BE IT RESOLVED that the Secretary of the Board of Directors is hereby authorized and directed to execute said easement agreement and to cause the same together with this Resolution to be recorded in the Office of the Recorder of Sacramento County, California.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 5th day of April, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORD AT REQUEST OF:
No fee for recordation Govt. Code Sec. 6103
RETURN RECORDED DOCUMENT TO:
Elk Grove Community Services District
Parks Administrator
8820 Elk Grove Blvd., Suite 3
Elk Grove, Ca. 95624

NO COUNTY TRANSFER TAX DUE

GRANT OF LANDSCAPE MAINTENANCE EASEMENT
LAKESIDE AM / PM PROJECT

Strauch Brother Incorporation, a California Corporation, "Grantor," hereby grants to the Elk Grove Community Services District, "Grantee", a political subdivision of the State of California, a landscape maintenance easement for the purpose of operating, maintaining, repairing, replacing and reconstructing all the landscaping, irrigation systems, and sidewalks, together with any and all appurtenances thereto under and upon that certain real property described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER WITH the rights of periodic ingress and egress for the purpose of mowing the grass, trimming trees and shrubs, fertilizing and performing other activities reasonably necessary to preserve and attend to the improvements constructed and installed within said easement areas.

Grantor specifically retains the right to construct and the obligation to maintain the approved entrance driveways and signage.

Grantor in the exercise of any of its retained rights shall:

1. Notify the Grantee at least Forty Eight (48) hours prior to the commencement of any work.
2. Prior to the commencement of any work, provide Grantee with a certificate of insurance naming Grantee as additional insured on a policy of liability insurance having limits of at least one million dollars.
3. Upon completion of the work, return all landscaping, sidewalks, irrigation systems and appurtenances thereto, to the same, preexisting condition that existed before the Grantor exercised any of its retained rights. When undertaken by Grantor, all repairs and replacement work shall be inspected and approval given by Grantee.
4. Obtain the approval of Grantee prior to the commencement of any work that modifies existing landscaping.
5. Make every reasonable effort to protect and retain any mature trees existing within the easement. If a mature tree must be removed, it shall be replaced with a box sized tree of like diameter.
6. Indemnify, defend, and hold harmless the Grantee. It's directors, officers, agents and employees against all claims, losses, damages, expenses and liabilities asserted or incurred by other parties, including, but not limited to, Grantee's employees arising out of or in any way connected with the performance of this agreement which are caused by the acts, omissions, intent or negligence,

whether active or passive, of Grantor. Its agents, employees or suppliers, excepting only such loss, damages or liability as may be caused by the intentional acts or the sole negligence of the Grantee.

Executed as of the 21 day of August, 2003 in Sacramento, California.

Grantor

Strauch Brother Incorporation

By: Mara Strauch
Mara Strauch, President

By: Matt Strauch
Matt Strauch, Vice President

Grantee

Elk Grove Community Services District

By: _____

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

SS.

On

Aug 21, 03

Date

before me,

Melissa L. Lohey, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

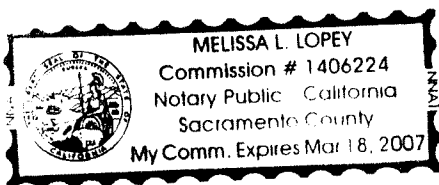
Marc Strauch and Matthew Strauch

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Melissa L. Lohey

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT "A"
LEGAL DESCRIPTION of Landscape Easement
Portion of Assessor's Tax Parcel No. 119-1920-016 020

All that certain real property situate in Sacramento County, State of California, being a portion of "Adjusted Parcel 6" of Lot Line Adjustment Resolution No. 01-BLS-0850, recorded in Book 20020514, Page 0960, Sacramento County Official Records, more particularly described as follows:

EASEMENTS for Landscaping purposes, in, on, over, and across strips-of-land varying in width, the perimeter boundaries of which are described as follows:

Commencing at the intersection of the Westerly Right-of-Way line of Harbour Point Drive and the North line of said "Adjusted Parcel 6"; Thence, along said Westerly Right-of-Way line of Harbour Point Drive, South 00°05'31" East 20.20 feet, to the TRUE POINT OF BEGINNING of the herein described Easement area; THENCE, continuing along said Westerly Right-of-Way line, the following courses:

- 1) South 00°05'31" West 80.34 feet;
- 2) South 06°14'25" West 17.40 feet;
- 3) Southwesterly 102.26 feet, along the arc of a 1500.00-foot radius tangent curve, concave Westerly, through a central angle of 03°54'22";
- 4) South 10°08'47" West 57.97 feet ;
- 5) Southwesterly 40.63 feet, along the arc of a 25.00-foot radius tangent curve, concave Northwesterly, through a central angle of 93°06'29", to a point on the Northerly Right-of-Way line of Elk Grove Boulevard;

THENCE, leaving said Northerly Right-of-Way line, North 60°56'42" West 90.90 feet;

THENCE, Westerly 94.17 feet, along the arc of a 2075.50-foot radius non-tangent curve, concave Southerly and having a radial bearing of South 14°09'21" West, through a central angle of 02°35'59", to a point of reverse curvature;

THENCE, Northwesterly 11.88 feet, along the arc of an 8.50-foot radius curve, concave Northeasterly, through a central angle of 80°05'06";

THENCE, North 01°38'28" East 8.53 feet; THENCE, North 87°35'27" West 11.76 feet, to a point of cusp;

THENCE, Northeasterly 16.27 feet, along the arc of a 9.50-foot radius curve, concave Southeasterly and having a radial bearing of South 86°55'04" East, through a central angle of 98°08'36", to a point of compound curvature;

THENCE, Easterly 148.05 feet, along the arc of a 2100.00-foot radius curve, concave Southerly, through a central angle of 04°02'22", to a point of reverse curvature;

THENCE, Northeasterly 84.41 feet, along the arc of a 50.50-foot radius curve, concave Northwesterly, through a central angle of 95°46'07", to a point of compound curvature;

THENCE, Northerly 102.56 feet, along the arc of a 1485.00-foot radius curve, concave Westerly, through a central angle of 03°57'26";

THENCE, North 00°05'31" West 15.40 feet; THENCE, South 89°54'29" West 4.10 feet;

THENCE, North 00°05'31" West 26.06 feet;

THENCE, Northerly 8.78 feet, along the arc of a 20.50-foot radius tangent curve,

concave Westerly, through a central angle of 24°32'26", to a point of reverse curvature;

THENCE, Northerly and Easterly 39.00 feet, along the arc of a 19.50-foot radius curve, concave Southeasterly, through a central angle of 114°34'47";

THENCE, North 89°54'29" East 3.60 feet , to the True Point of Beginning.

The above described perimeter boundaries encompass approximately 11,297 square feet, more or less.



ALSO, Beginning at the intersection of the Northerly Right-of-Way line of Elk Grove Boulevard and the West line of said "Adjusted Parcel 6"; THENCE, along said Northerly Right-of-Way line, Easterly 47.74 feet, along the arc of a 2129.55-foot radius curve, concave Southerly and having a radial bearing of South 10°56'41" West, through a central angle of 01°17'04"; THENCE, leaving said Northerly Right-of-Way line, North 12°13'45" East 1.70 feet; THENCE, Westerly 20.82 feet, along the arc of a 2131.25-foot radius curve, concave Southerly and having a radial bearing of South 12°13'45" West, through a central angle of 00°33'35", to a point of reverse curvature; THENCE, Northwesterly 35.55 feet, along the arc of a 29.00-foot radius curve, concave Northeasterly, through a central angle of 70°13'41"; THENCE, along the West line of said "Adjusted Lot 6", South 10°41'54" West 21.06 feet . The above described perimeter boundaries encompass approximately 222 square feet, more or less.

SEE ALSO, "Exhibit Map" attached hereto and by this reference made a part hereof, for a graphic representation of the herein described Easement Area.

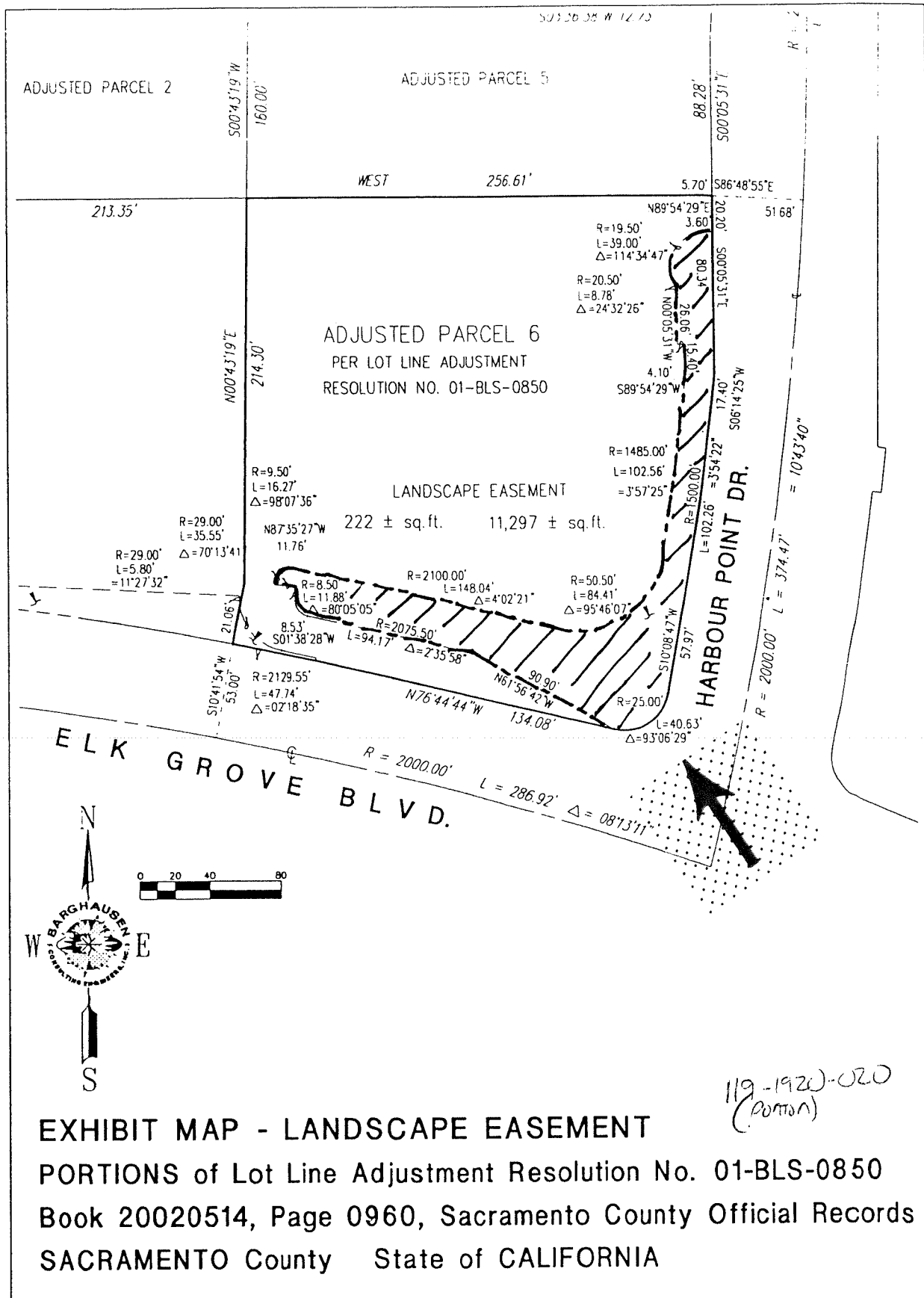
End of Description

Prepared by: Barghausen Consulting Engineers, Inc.

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Mike Hotes

Page 1 6/19/2003



STAFF REPORT



DATE: April 5, 2005

TO: Board of Directors

FROM: David Wigginton, Administrator
Department of Parks & Recreation

SUBJECT: **Joint Use and Licensing Agreement with the Sacramento County Regional Sanitation District, East Franklin Sewer Interceptor**

RECOMMENDATION

The Board of Directors approve the attached Joint Use and Licensing Agreement with Sacramento County Regional Sanitation District.

BACKGROUND/ANALYSIS

For the purpose of installing sewer interceptor mains in the future, the East Franklin Specific Plan provides a 90 foot wide parcel of property located adjacent to Franklin Blvd., New Poppy Ridge Road, and the Hal Bartholomew Sports Park as shown on Exhibit A to the Agreement.

Though referred to in the East Franklin Specific Plan as the "Sewer Interceptor Easement", the Board of Supervisors and County staff insisted that Regional Sanitation District hold fee title to this property and were unwilling to grant the CSD anything other than a license Agreement.

The County's stance on this issue stems from its experience with the Southgate Recreation and Park District and the Tillotson Parkway. In that instance Southgate had been granted a landscape maintenance and recreation easement. When it came time to install the second sewer interceptor, which would have destroyed the existing mature landscaping, they met with such resistance that they ultimately bore under the parkway at considerable expense. The county was not going to allow this to happen again, thus the revocable license and minimal landscaping.

The developers and the County were opposed to the District's desires to landscape the entire 90 foot wide parcel as the project was built. The compromise is a 15 foot wide landscaped corridor, adjacent to the street which will ultimately be deeded to the CSD by developers. In addition the first 45 feet of the interceptor parcel will be improved with multi-use trails, mounding and minimum landscaping. The remaining 45 feet will have native grasses. In accordance with plans an specifications approved by the CSD that are consistent with Exhibit B, these improvements will be constructed by developers, at their expense, as their projects are built.

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

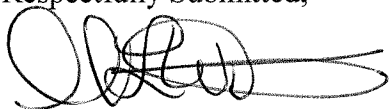
The District will have the obligation to maintain the entire area and has the rights to use the trail for recreation and maintenance purposes. The costs of the maintenance and repairs are included in the budget for the landscape and lighting assessment district zone of benefit approved by the developers.

The County must give the District 60 days notice of its intention to commence construction of the sewer interceptor. The plans and specifications for the construction of the sewer interceptor must include the repair and replacement of the improvements to the 45-foot area with the trail and any damage caused to the 15 foot landscaped corridor adjacent to the street.

The multi-use trail being constructed within the sewer interceptor alignment is an important part of our trail system in the new planning areas, providing miles of safe, off street bike and pedestrian access connecting the Laguna Community with East Franklin and the future Laguna Ridge planning area.

Should you have any questions please contact me prior to the meeting.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'David Wigginton', with a long horizontal flourish extending to the right.

David Wigginton, Administrator
Department of Parks & Recreation

**JOINT USE AND LICENSING AGREEMENT
CONCERNING THE 90 FOOT SEWER INTERCEPTOR
CORRIDOR LOCATED IN THE EAST FRANKLIN
SPECIFIC PLANNING AREA**

This agreement is made and entered into this day ____ of _____ 2005, by and between the Elk Grove Community Services District, a political subdivision of the State of California, hereinafter referred to as "District"; and Sacramento Regional County Sanitation District, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, hereinafter referred to as "SRCSD" with reference to the following:

- (i) The Sacramento County Board of Supervisors approved the East Franklin Specific Plan identifying therein the location of a ninety (90) foot wide parcel of real property under which SRCSD would sometime in the future construct, operate, and maintain repair and replace a large sewer interceptor pipeline. The location of this parcel is shown on Exhibit "A" and referred to in the Specific Plan and identified on tentative subdivision maps as the "Sewer Interceptor Easement"
- (ii) The approved East Franklin Specific Plan also identified, and subsequent approvals of rezones and tentative subdivision maps have imposed conditions requiring the developers to construct improvements to the Sewer Interceptor Easement, consisting of a multi-use trail, mounding, landscaping, signage and an automatic irrigation system. The extent of these improvements is depicted on Exhibit "B" attached hereto and incorporated herein. The multi-use trail together with all appurtenances thereto is to be utilized by the public for hiking, biking and other forms of recreation.
- (iii) The Specific Plan and subsequent conditions of project approvals express the intentions and desires of the Board of Supervisors, that pursuant to the terms of a joint use agreement the SRCSD be granted the absolute right to come upon the Sewer Interceptor Easement and construct the sewer interceptor pipeline while providing before and after said construction an esthetic landscaped and recreational treatment of this parcel to be maintained by the District. This Joint Use Agreement is intended to govern the rights and responsibilities of the parties with respect to this property.
- (iv) The District is willing to enter into this joint use agreement and assume the obligation to maintain these landscape and recreational improvements pursuant to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual benefits to be derived by each of the parties hereto it is agreed as follows:

1. **Ownership In Fee Title.** As development in the East Franklin Specific Plan area progresses, fee title to the Sewer Interceptor Easement shown on Exhibit "A" will be conveyed to SRCSD by offers of dedication set forth on final subdivision maps or by separate grant deeds. Such offers of dedication or grant deeds shall make reference to the existence of this Joint Use Agreement.
2. **License to Use Recreation Trail.** As fee title to the Sewer Interceptor Easement is transferred to SRCSD, SRCSD hereby licenses the District to utilize the multi-use trail for biking, hiking, and other forms of recreation.
3. **Indemnification.** District shall not be liable for, and SRCSD shall defend, indemnify and hold harmless District, its Trustees, Officers, Employees, and Agents, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, charges or costs of any kind or character, including attorneys' fees and court costs, and expenses of whatever kind or nature arising out of the SRCSD's work and/or maintenance discussed herein.
4. **Construction of Multi-use Recreational Trail and Installation of landscaping.** At their sole costs and expense developer/landowner shall be responsible for the construction of the multi-use trail and the installation of the landscaping and automatic irrigation system at the time that other public improvements adjacent to the Sewer Interceptor Easement are being constructed. All of these improvements to the Sewer Interceptor Easement must be consistent with the drawing shown on Exhibit "B" and constructed in accordance with plans and specifications approved by the District. The first plans and specifications governing the construction and installation of this work will be reviewed and approved by SRCSD for the purpose of assuring that the intended work will not interfere with SRCSD's intended use of the Sewer Interceptor Easement. Thereafter, SRCSD may review the plans and specifications for consistency with the original plans and specifications approved by them. To the extent reasonably possible, no irrigation controllers, water mains or major valves will be located within the Sewer Interceptor Easement. All construction work will be inspected by District. It is anticipated that landscaping shall consist of and be limited to minor decorative mounding and ground cover (complete with automatic irrigation system).
5. **Assumption of Landscape Maintenance Responsibility.** When the automatic irrigation systems, landscaping and multi-use trail improvements are completed and accepted by District, District shall thereafter assume all of the obligations and responsibility to maintain, service, repair and replace these improvements at no costs to SRCSD. The maintenance standards will be the same standards applied by the District to the maintenance of other landscaped corridors and recreation trail improvements in the East Franklin Specific Plan as funded by the Zone of Benefit in the District's Landscape and Lighting Assessment District established for this purpose.

6. **Construction of Sewer Interceptor and Restoration of Improvements.** When the SRCSD is preparing to construct the sewer interceptor pipeline, SRCSD shall include within its plans and specifications information imposing upon the contractor the obligation to repair or replace, in accordance with District's approved plans specifications, any damage done to the irrigation system, landscaping or the multi-use trail. The construction of the sewer interceptor pipeline is not intended to encroach upon nor damage the improvements to the adjacent fifteen (15) foot landscaped corridor, but should it inadvertently be damaged in the course of construction it shall be repaired or replaced as well by SRCSD's contractor. Such repair and replacement work to be completed by SRCSD contractor before any final payment is made. If the construction contract provides for final payments for sections of the work as they are completed such completion must include the completion of the irrigation, landscape and trail repairs or replacement.
 - 6.1 SRCSD shall give the District sixty (60) days notice of the date when it intends to commence construction of the sewer interceptor pipeline and the location or locations where such work will commence.
 - 6.2 When the repairs and replacements of any damage to the multi-use trail, landscaping and irrigation system have been completed; together with any additional landscaping improvements, the District shall once again assume the obligations to maintain, service, repair and replace these improvements at no costs to SRCSD.
 - 6.3 Upon completion of construction of the sewer interceptor pipeline, SRCSD shall have the right to utilize the multi-use trail for vehicular and heavy equipment access along the Sewer Interceptor Easement, provided that such considerations were included in the design and reconstruction of the multi-use trail by SRCSD.
7. **Additional Landscape Improvements.** Though no assurance can be given that funding will be available for this purpose, it is the expectation of the District and SRCSD that the project to construct the Sewer Interceptor Pipeline will also provide for the landscaping of the remaining unimproved area of the Sewer Interceptor Easement. Any additional improvements to this remaining unimproved area would be installed in accordance with plans and specifications developed by the District and SRCSD. Any irrigation controllers, valves and heads required by said landscaping improvement shall be consistent with District's specifications. All other aspects of the plans and specifications must be approved by SRCSD.
8. **Maintenance of the Sewer Interceptor.** Once the sewer interceptor pipeline has been constructed it will be the responsibility of the SRCSD to maintain the interceptor pipeline. Except for emergencies, repairs and/or replacement requiring SRCSD to immediately come upon the property, thirty (30) days notice will be given to District that such work will be undertaken and the location of the work so that District may coordinate the operation of the irrigation system. In accordance with the original plans and specifications any damage to the irrigation,

landscaping or multi-use trail will be repaired or replaced by SRCSD at its expense in the course of completing such repair work.

9. **Notice.** Notice shall be sent to the parties at the addresses set forth below. Either party may change the address by giving written notice to the other:

SRCSD:

Attention:
Right of Way Management
10545 Armstrong Ave., Ste. 101
Mather, CA 95655
Telephone: (916) 440-6581

District:

Attention: David Wigginton
Parks and Recreation Department
Administrator
Elk Grove Community Services District
8820 Elk Grove Blvd., Suite 3
Elk Grove, CA 95624
Telephone: (916) 405-5300

10. **Successors and Assignees.** This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
11. This agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.
12. **Performance.** Time is of the essence in the performance of this agreement and every covenant and condition hereto.
13. **Integration.** This agreement constitutes the sole and only agreement, whether written or oral, between the parties concerning the matters set forth herein.
14. **Attorney's Fees.** In the event any action is initiated by either party seeking to enforce any of the terms or provisions of this agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs.
15. **Severability.** Each provision of this agreement is intended to be severable. If any term of provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement, so long as the provisions determined to be illegal or invalid does not materially alter the essential terms of this Agreement.

Executed in Sacramento, California as of the date set forth above.

District

Elk Grove Community Services District

By: _____
Elliot Mulberg, President

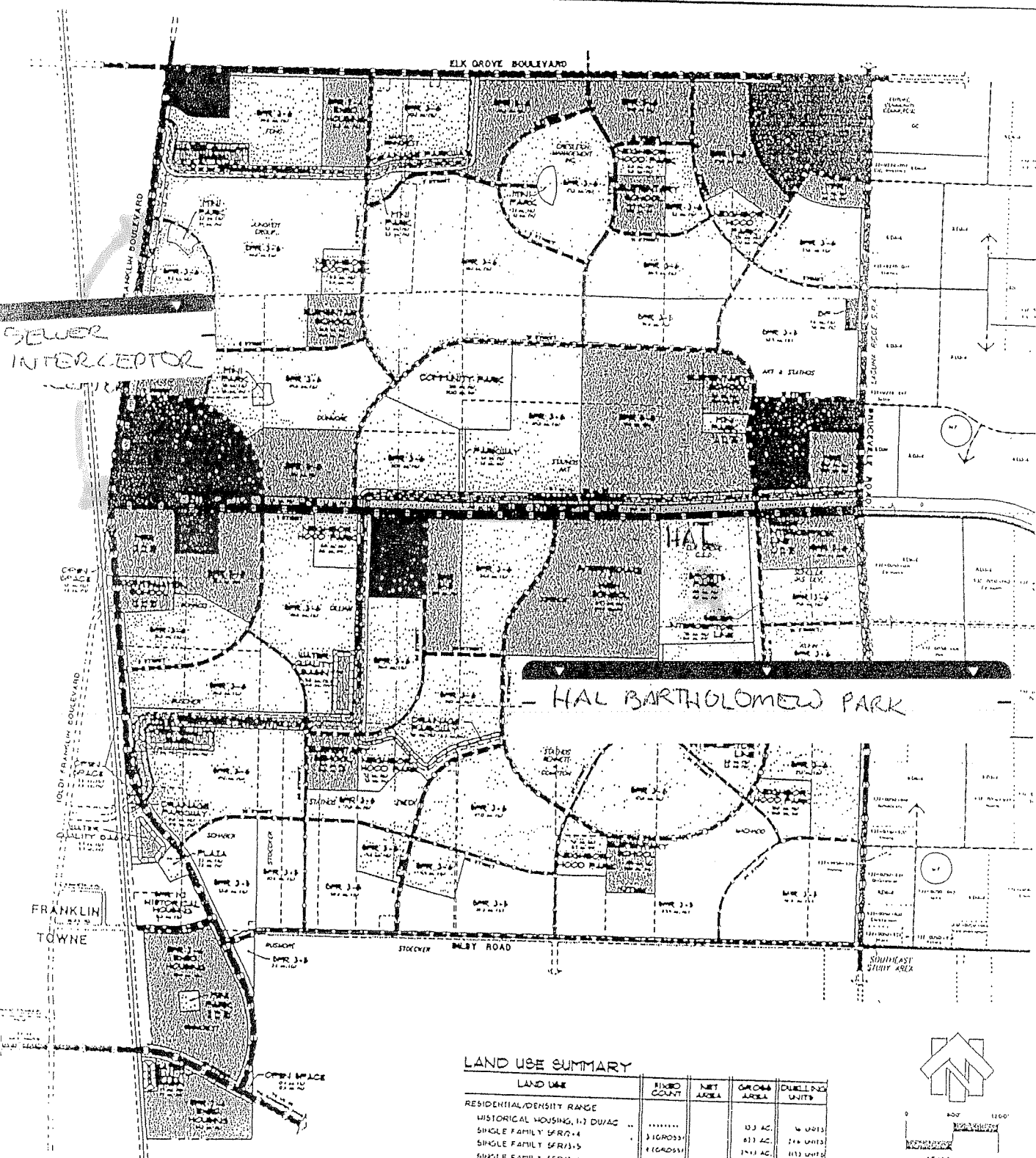
By: _____
Donna L. Hansen, Secretary of the
Board of Directors

SRCSD

Sacramento Regional County
Sanitation District

By: _____
Chairman of the Board of Directors

Attest: _____
Clerk of the Board of Directors



ADOPTED **LAND USE PLAN** DRAUGHT COUNTY, CALIFORNIA APRIL 26, 2000

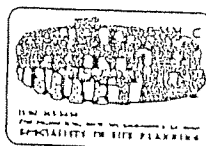
East Franklin
Specific Plan

LAND USE SUMMARY

LAND USE	FIXED COUNT	NET AREA	GROSS AREA	DWELLING UNITS
RESIDENTIAL/DENSITY RANGE				
HISTORICAL HOUSING, 1-2 DWG		10.3 AC.	4 UNITS
SINGLE FAMILY 50R/4	316GROSS		817 AC.	746 UNITS
SINGLE FAMILY 50R/5	116GROSS		1711 AC.	1113 UNITS
SINGLE FAMILY 50R/6	516GROSS		1015 AC.	1347 UNITS
SINGLE FAMILY 50R/8	116GROSS		2425 AC.	1875 UNITS
SINGLE FAMILY RD-1	116GROSS		476 AC.	875 UNITS
MULTI-FAMILY PERD-14	10 UNITS	303 AC.	710 AC.	606 UNITS
BUSINESS / PROFESSIONAL				
COMMERCIAL				
SCHOOLS				
PARKS (Includes 418 ac. Goodall Park)				
PARKWAY				
DRAINAGE PARKWAY				
OPEN SPACE/WATER QUALITY BASINS				
SEWER INTERCEPTOR				
MAJOR STREETS				
TOTALS			1743 AC.	10,103 UNITS

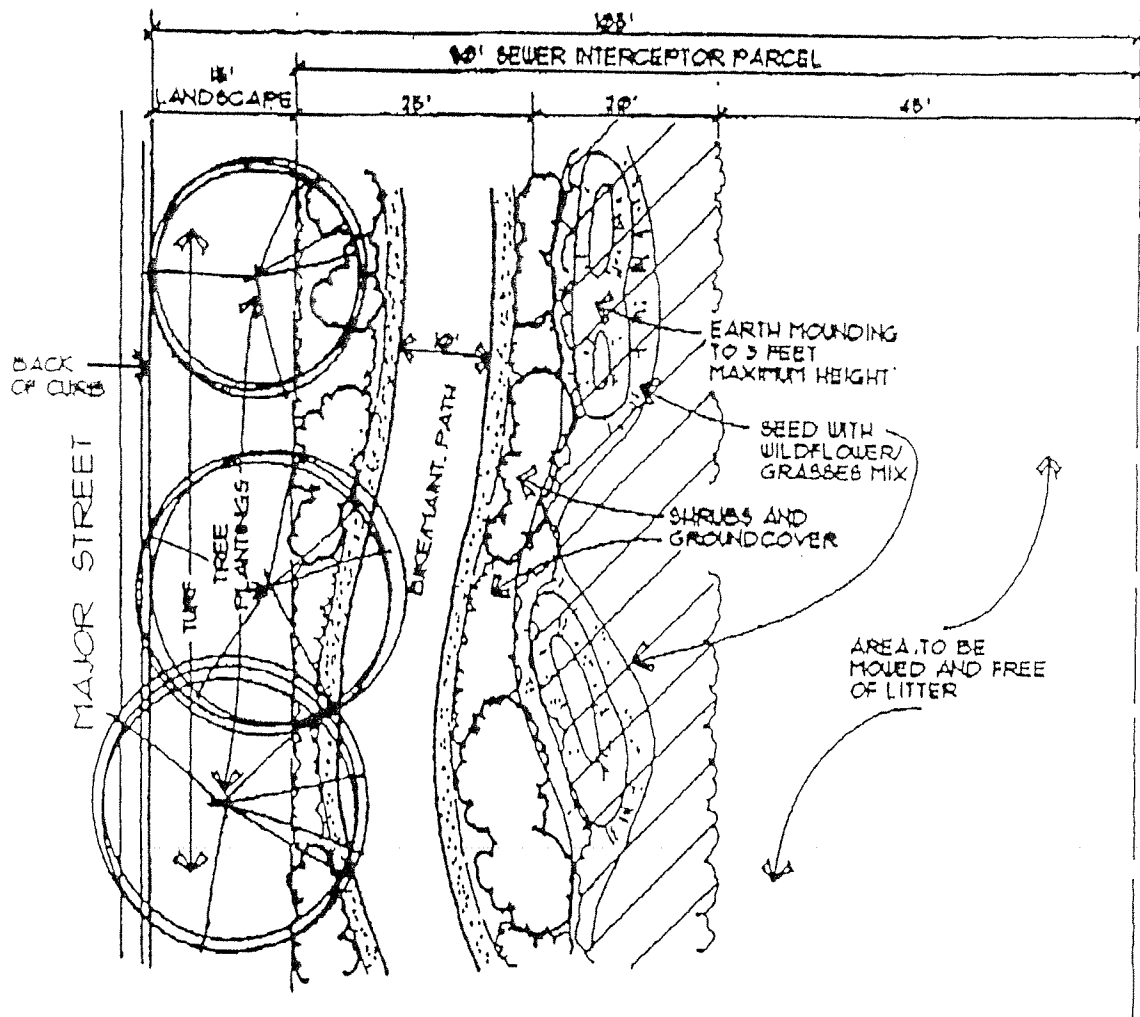


0 500' 1000'
SCALE IN FEET



EDWARD R. GILLUM
ENGINEERING CONSULTANT

Exhibit A



LANDSCAPE CORRIDOR
WITH SEWER INTERCEPTOR PARCEL
CONCEPTUAL DESIGN

NOT TO SCALE

EXHIBIT "B"

STAFF REPORT



DATE: April 5, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: REIMBURSEMENT TO TIM LEWIS COMMUNITIES FOR
 BERENS PARK IMPROVEMENTS WITHIN EAST ELK
 GROVE

RECOMMENDATION

That the Board of Directors approve a reimbursement to Tim Lewis Communities Berens Park improvements within East Elk Grove for a total of \$371,478.68.

BACKGROUND/ANALYSIS

On June 18, 2002, the Board approved a park development agreement with Tim Lewis Communities for the construction of Berens Park within the East Elk Grove Specific Plan area. Tim Lewis Communities has completed the park and street frontage improvements to the park site and the park was accepted by the District on February 16, 2005. Based on the documentation submitted, the total amount incurred for the work was \$371,478.68. The allowable amount within the Eastern Elk Grove Finance Plan is \$440,867.

Staff has physically inspected the work and has determined that the improvements meet our specifications.

FINANCIAL IMPACT

The improvements are being funded through developer fees collected within the Eastern Elk Grove Finance Plan area. A total of \$1,770,796 has been collected to date specifically for park construction and street frontage improvements.

Respectfully submitted,

Jeff Ramos
 Administrative Services Director

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

STAFF REPORT

DATE: April 5, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: APPROPRIATION OF FUNDS – STREET FRONTAGE AND DRAINAGE CORRIDOR IMPROVEMENTS WITHIN EAST ELK GROVE



RECOMMENDATION

That the Board of Directors:

1. approve Resolution No. 2005-44 appropriating \$361,336 within the Parks Department budget, Index 9340, Account No. 4202, Improvements Other Than Buildings and offsetting revenue in Account No. 9532, Aid from County Funds; and
2. approve a reimbursement to JAS Developments, Inc. for interior street frontage and drainage corridor improvements within East Elk Grove for a total of \$361,336.

BACKGROUND/ANALYSIS

JAS Developments, Inc. completed interior street frontage and drainage corridor improvements south of Bond Road within the Elk Grove Crossing and Bishop Ranch developments within the East Elk Grove Specific Plan Area several years ago. Staff has been working with JAS to obtain the supporting documentation (i.e. signed contracts, proof of payment, etc.) to verify the amounts paid. Based on the documentation submitted, the total amount incurred for the work was \$446,260. However, the allowable amount within the Eastern Elk Grove Finance Plan is \$361,336. Per our discussion with JAS Developments, Inc., they will accept the allowable amount as payment in full.

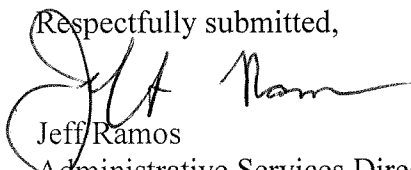
Staff has physically inspected the work and has determined that the improvements meet our specifications. Therefore, the amount owed JAS Developments, Inc. is \$361,336.

FINANCIAL IMPACT

The improvements are being funded through developer fees collected within the Eastern Elk Grove Finance Plan area. A total of \$616,117 has been collected to date specifically for street frontage and drainage corridor improvements.

The attached resolution completes the necessary accounting transaction for this reimbursement.

Respectfully submitted,


 Jeff Ramos
 Administrative Services Director
 Attachment

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-44

WHEREAS, the Final Fiscal Year 2004-05 EGCS D budget was approved on August 3, 2004; and

WHEREAS, JAS Developments, Inc. has installed interior street frontage and drainage corridor improvements within East Elk Grove; and

WHEREAS, these improvements are included within the Eastern Elk Grove Park Facilities Finance Plan and are eligible for reimbursement; and

WHEREAS, staff has physically inspected the work, has determined that the improvements meet our specifications and have determined that the amount owed JAS Developments, Inc. is \$361,336; and

WHEREAS, sufficient funding has been collected from developer fees within the East Elk Grove Finance Plan area.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Elk Grove Community Services District appropriates \$361,336 within Index 9340 to Account No. 4202, Improvements Other than Buildings, and offsetting revenue in Account No. 9532, Aid from County Funds.

Passed and adopted this 5th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elliot Mulberg, President

ATTEST: _____
Donna L. Hansen, Secretary

STAFF REPORT



DATE: April 5, 2005

TO: Board of Directors

FROM: David Wigginton, Administrator
Department of Parks & Recreation

BY: Fred Bremerman
Advance Planning and Operations Superintendent

SUBJECT: **APPROVAL OF EHRHARDT OAKS PARK MASTER PLAN AND SET A PUBLIC HEARING TO ADOPT THE LAND USE AND DEVELOPMENT PLAN AND ENVIRONMENTAL DOCUMENTS**

RECOMMENDATION

That the Board of Directors:

- 1) Approve the master plan for Ehrhardt Oaks Park in East Franklin; and
- 2) Set an advertised public hearing for Tuesday, May 3, 2005, 6:30 p.m. at the CSD Board Room to adopt the Land Use and Development Plan and environmental documents for this park.

BACKGROUND/ANALYSIS

Attached is the master plan for Ehrhardt Oaks Park, a 1.9-acre park in East Franklin. The park is located on Percheron Drive at the corner of Dartmoor Way. This park includes the historic Ehrhardt home and also has a number of large oak trees. The mini-park will include turf, irrigation, walkways, trees, a play lot, and shade structure. On March 31, 2005, staff met with the Parks Committee who recommended approval of the master plan.

Staff has met twice with residents on March 3 and again on March 14 to review the park master plan, the play lot equipment, and plan for the Ehrhardt home restoration. Residents reviewed 20 types of play equipment voted on their favorite design. They are excited about the project – two residents signed up for the Partners for Parks program and another one is interested in assisting with fundraising for phase 2 of the Ehrhardt home restoration. Staff is preparing the park construction documents, with bidding anticipated in May 2005 and construction through summer 2005.

To adopt the park land use plan and environmental documents, the California Environmental Quality Act (CEQA) requires a public hearing advertised at least 21 days in advance. With Board approval of the master plan tonight, staff will prepare the environmental documents and advertise a public hearing for the May 3, 2005 Board meeting.

Should you have any questions, please contact me prior to the Board meeting.

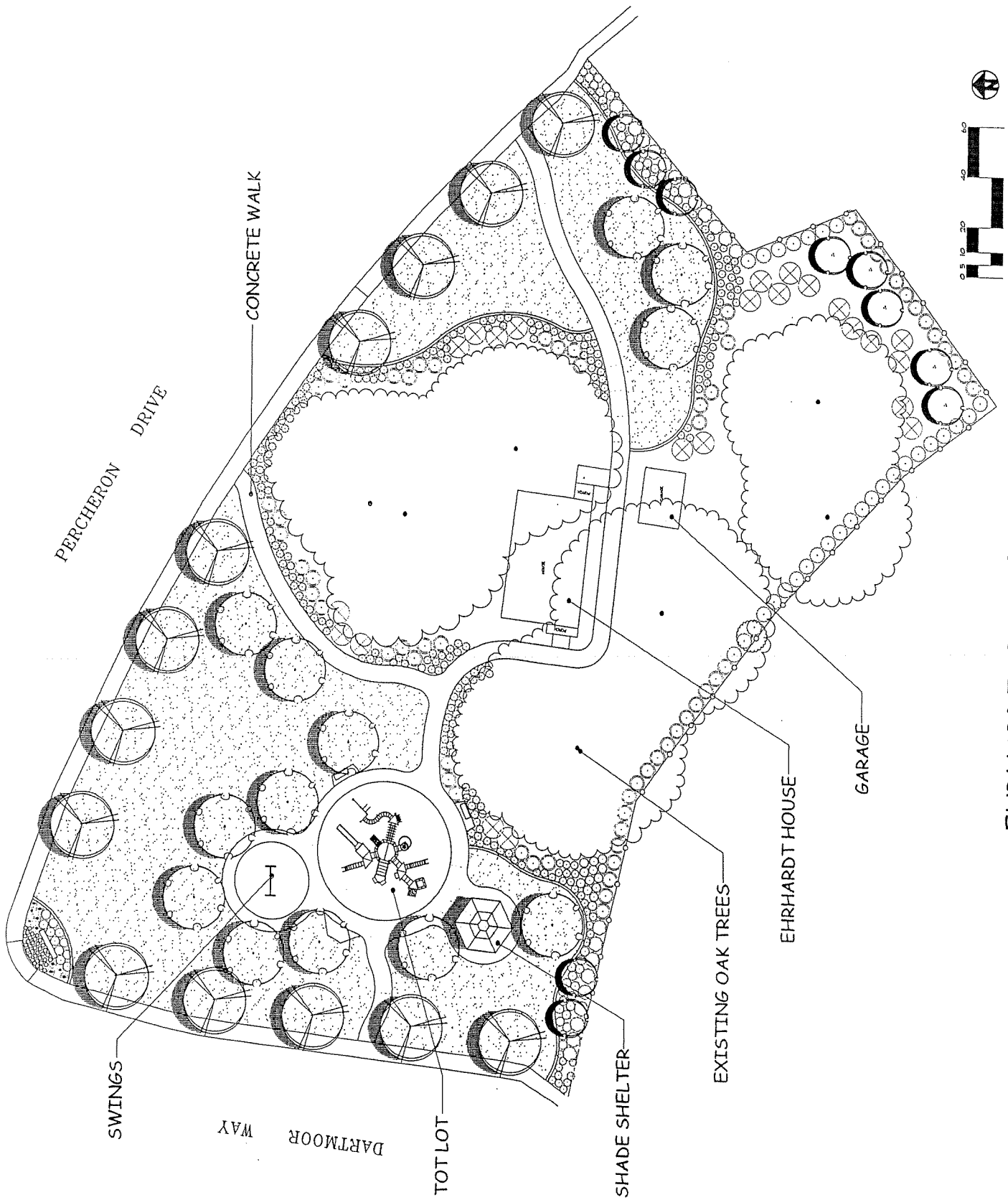
Respectfully Submitted,

David L. Wigginton, Administrator
Department of Parks and Recreation

Attachments

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services



EHRHARDT OAKS PARK

